

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13**

**AMAZON.COM SERVICES LLC**

**and**

**Cases 13-CA-301810  
13-CA-304768**

**(b) (6), (b) (7)(C), an Individual**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT, AND NOTICE  
OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Cases 13-CA-301810 and 13-CA-304768, which are based on charges filed by (b) (6), (b) (7)(C) an Individual (Charging Party), against Amazon.com Services LLC. (“Respondent”) are consolidated.

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

**I**

(a) The charge in 13-CA-301810 was filed by the Charging Party on August 19, 2022, and a copy was served on Respondent by U.S. mail on August 22, 2022.

(b) The first amended charge in 13-CA-301810 was filed by the Charging Party on September 27, 2022, and a copy was served on Respondent by U.S. mail on September 27, 2022.

(c) The second amended charge in 13-CA-301810 was filed by the Charging Party on February 17, 2023, and a copy was served on Respondent by U.S. mail on February 17, 2023.

(d) The charge in 13-CA-304768 was filed by the Charging Party on October 6, 2022, and a copy was served on Respondent by U.S. mail on October 6, 2022.

(e) The first amended charge in 13-CA-304768 was filed by the Charging Party on February 17, 2023, and a copy was served on Respondent by U.S. mail on February 17, 2023.

**II**

(a) At all material times, Respondent, has been a limited liability company, with headquarters in Seattle, Washington, and offices and places of business throughout the United States, including in Joliet, Illinois (Respondent’s MDW2 Joliet facility), Channahon, Illinois

(Respondent's ORD2 Channahon facility), Monee, Illinois (Respondent's MDW7 Monee facility), and Romeoville, Illinois (Respondent's MDW6 Romeoville facility), and has been engaged in the business of providing online retail sales as well as warehousing and distribution of consumer products throughout the United States.

(b) In conducting its operations described above in Paragraph II(a), during the past 12 months, which is representative of all material times, Respondent, from each of its Illinois facilities listed in II(a), derived gross revenues in excess of \$500,000, and sold and shipped products, goods, and materials valued in excess of \$5,000 directly to points outside the State of Illinois.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

### III

(a) About August 3, 2022, Respondent's employees engaged in concerted activities with other employees outside of Respondent's MDW2 Joliet facility for the purposes of mutual aid and protection by talking to and collecting signatures from employees for a petition for higher pay.

(b) About August 25, 2022, Respondent's employees engaged in concerted activities with other employees outside of Respondent's MDW7 Monee facility for the purposes of mutual aid and protection by talking to and collecting signatures from employees for a petition for higher pay.

(c) About August or September 2022, Respondent's employees engaged in concerted activities with other employees outside of Respondent's ORD2 Channahon facility for the purposes of mutual aid and protection by talking to and collecting signatures from employees for a petition for higher pay.

(d) About September 23, 2022, Respondent's employees engaged in concerted activities with other employees outside of Respondent's MDW6 Romeoville facility for the purposes of mutual aid and protection by talking to and collecting signatures from employees for a petition for higher pay.

### IV

(a) About August 3, 2022, Respondent, through agents whose names are currently unknown, outside of Respondent's MDW2 Joliet facility:

i. Instructed employees that they cannot engage in the protected concerted activities referenced in Paragraph III(a) and directed them to leave the property and go across the street.

ii. Engaged in surveillance of employees to monitor and/or discover their concerted activities and told employees that their activities were under surveillance by Respondent.

iii. Threatened its employees with calling the police if they did not leave the property and because of their protected concerted activities referenced in Paragraph III(a).

iv. Contacted the police who came to Respondent's MDW2 Joliet facility.

v. Instructed employees that they do not have a right to be on Respondent's property outside of the MDW2 Joliet facility, asked them to go across the street off Respondent's property, and orally instructed the police to remove the employees from Respondent's property.

(b) Since on or about a date within the six months of the filing of the instant charges and at all material times, Respondent has maintained at all of its facilities nationwide in the United States, including the facilities listed in Paragraph II(a) above, its "Amazon Solicitation Policy" (last revised on February 22, 2022) which, among other things, prohibits "the solicitation of any kind by employees on company property during working time" and prohibits the "distribution of literature or materials of any type or description by employees in working areas at any time."

i. Respondent's February 22, 2022 nationwide Solicitation Policy required employees to obtain prior approval of Respondent's Human Resources representatives for any exceptions to the Solicitation policy.

ii. By its February 22, 2022 overly broad Solicitation Policy, Respondent has been interfering with employees engaging in protected union or other protected concerted activities, including by prohibiting the distribution of literature or the solicitation of memberships or signatures on petitions.

iii. Respondent has enforced its Solicitation Policy described above in IV(b)(i) selectively and disparately by applying it only against employees who engaged in union activity and/or other protected concerted activity.

(c) About August 25, 2022, Respondent, through agents whose names are currently unknown, outside of Respondent's MDW7 Monee facility:

i. Instructed employees that they cannot engage in protected concerted activities referenced in Paragraph III(b).

ii. Instructed that employees engaged in protected concerted activities referenced in Paragraph III(b) follow its overly-broad "Amazon Solicitation Policy" referenced in Paragraphs IV(b)(i)-(iv), or in the alternative, if the "Amazon Solicitation Policy" referenced in Paragraphs IV(b)(i)-(iv) is not overly-broad, that it directed said employees engaged in protected concerted activities referenced in Paragraph III(b) to follow its "Amazon Solicitation Policy," thus discriminatorily applying its policy towards those engaged in protected concerted activities.

iii. Instructed employees engaged in protected concerted activities referenced in Paragraph III(b) to leave the property.

iv. Engaged in surveillance of employees to monitor and/or discover their concerted activities.

(d) About August or September 2022, Respondent, through an agent whose name is currently unknown, outside of Respondent's ORD2 Channahon facility instructed employees that they should not be at the property engaging in protected concerted activities referenced in Paragraph III(c).

(e) About September 23, 2022, Respondent through agents whose names are currently unknown, outside of Respondent's MDW6 Romeoville facility:

i. Instructed employees engaged in protected concerted activities referenced in Paragraph III(d) to leave the property.

ii. Threatened its employees with calling the police if they did not leave the property and because of their protected concerted activities referenced in Paragraph III(d).

iii. Contacted the police who came to Respondent's MDW6 Romeoville facility.

iv. Engaged in surveillance of employees to monitor and/or discover their concerted activities.

v. Interrogated its employees about their protected concerted activities.

(f) Since on or about a date in the last 6 months of the filing of the instant charges, and at all material times, Respondent has maintained at all of its facilities nationwide in the United States, including the facilities listed in Paragraph II(a) above, its Off Duty Access policy (last revised on June 30, 2022), providing, in relevant part:

“During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.”

i. By Respondent's conduct above in Paragraphs IV(a), IV(c), IV(d), and IV(e), Respondent enforced its Off Duty Access policy described in IV(f)(i) against off-duty employees who were in non-working areas outside the building and who were engaged in protected concerted activities as described in paragraphs III(a)-(d).

ii. By Respondent's conduct above in Paragraphs IV(a), IV(c), IV(d), and IV(e), Respondent enforced its Off Duty Access policy described in IV(f)(i) selectively and disparately by applying it only against employees who engaged in union activity and/or other protected concerted activity.

## V

By the conduct described above, in paragraph IV, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

## VI

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring that Respondent:

(1) Physically post the Notice to Employees (“Notice”) in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(2) physically post the Notice of Employee Rights in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice of Employee Rights by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice of Employee Rights shall be in English and Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(3) by a representative of Respondent, read the Notice to Employees, in English and Spanish and any other languages deemed necessary, in the presence of a Board Agent and the Charging Parties, at a meeting(s) convened by Respondent for each of its facilities nationwide, such meeting(s) to be scheduled to ensure the widest possible employee attendance;

(4) schedule with Region 13 of the National Labor Relations Board a mandatory training session(s) for all Respondent supervisors, managers, and agents (including security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s);

(5) hand-deliver and email the signed Notice to all supervisors, managers and agents, along with written instructions signed by Respondent’s representative, directing them to comply with the provisions of the Notice, and provide the Regional Director of Region 13 written proof of compliance;

(6) rescind the unlawful “Off Duty Access” policy described above in Paragraph IV(f) at all Respondent facilities where that policy is in effect for a period of three years and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Off Duty Access policy. Should Respondent wish to reinstate a lawful access policy after the three-year period, Respondent must include a disclaimer that Respondent will not apply or enforce the policy discriminatorily to Section 7 activities;

(7) rescind the unlawful “Solicitation Policy” described above in Paragraph IV(b) at all Respondent facilities where that policy is in effect and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Solicitation Policy. Should Respondent wish to reinstate a lawful solicitation policy after the conclusion of the Notice Posting period, Respondent must include a disclaimer that Respondent will not apply or enforce the policy discriminatorily to Section 7 activities;

(8) allow Union representatives reasonable access to Respondent’s bulletin boards and other places where notices to employees are customarily posted;

(9) allow Union representatives reasonable access to Respondent’s facilities in non-work areas during non-work time;

The General Counsel further seeks all other relief found to be just and proper to remedy the unfair labor practices alleged and effectuate the policies of the Act.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board’s Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before June 5, 2023, or postmarked on or before June 2, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency’s website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency’s website informs users that the Agency’s E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency’s website was off-line or unavailable for some other reason. The Board’s Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board’s Rules and

Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **Monday October 2, 2023 at 10:00 a.m. at 219 S. Dearborn St., Suite 808, Chicago, IL 60604**, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 22, 2023

/s/ *Angie Cowan Hamada*

Angie Cowan Hamada  
Regional Director  
National Labor Relations Board  
Region 13  
Dirksen Federal Building  
219 South Dearborn Street, Suite 808  
Chicago, IL 60604-2027

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 13-CA-301810

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

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Joliet, IL 60433

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(b) (6), (b) (7)(C)



## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 04**

**AMAZON.COM SERVICES LLC**

**and**

**Case 04-CA-298703**

**AMERICAN POSTAL WORKERS UNION  
(APWU), AFL-CIO**

**and**

**Case 04-CA-304238**

**AMAZONIANS UNITED SOUTH JERSEY  
CHAPTER**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT,  
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED** that Case 04-CA-298703, which is based on a charge filed by American Postal Workers Union (APWU), AFL-CIO, and Case 04-CA-304238, which is based on a charge filed by Amazonians United South Jersey Chapter, respectively, against Amazon.com Services LLC (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case 04-CA-298703 was filed by APWU on July 5, 2022, and a copy was served on Respondent by U.S. mail on July 5, 2022.

(b) The amended charge in Case 04-CA-298703 was filed by APWU on May 5, 2023, and a copy was served on Respondent by U.S. mail on May 8, 2023.

(c) The charge in Case 04-CA-304238 was filed by Amazonians United South Jersey Chapter on September 28, 2022, and a copy was served on Respondent by U.S. mail on September 29, 2022.

(d) The amended charge in Case 04-CA-304238 was filed by Amazonians United South Jersey Chapter on May 10, 2023, and a copy was served on Respondent by U.S. mail on May 10, 2023.

2. At all material times, Respondent, a Delaware limited liability company with facilities located at 298 1<sup>st</sup> Avenue, Covington Township, Pennsylvania 18424 (Covington

Township Facility) and 2320 Center Square Road, Swedesboro, New Jersey 08085 (Swedesboro Facility), has been engaged in the retail sale of consumer products throughout the United States.

3. Annually, in the course and conduct of its business operations described above in paragraph 2, Respondent:

(a) derived gross revenue in excess of \$500,000;

(b) purchased and received at its Covington Township Facility goods and supplies valued in excess of \$5,000 directly from enterprises located outside the Commonwealth of Pennsylvania; and

(c) purchased and received at its Swedesboro Facility goods and supplies valued in excess of \$5,000 directly from enterprises located outside the State of New Jersey.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. On or about June 30, 2022, through a message electronically sent to its employees, Respondent promulgated the following Off Duty Access rule for its facilities throughout the U.S., providing, in relevant part:

During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.

This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate.

6. (a) On or about July 8, 2022, through the following electronically sent message to its employees, Respondent notified employees that it had removed certain language from its June 30, 2022, Off-Duty Access policy and that the substance of the Off-Duty Access policy promulgated on June 30, 2022, had not changed, stating:

An important note about the new Off Duty Access Policy

We recently shared our new Off Duty Access Policy. The mobile A to Z webpage where the policy was posted inadvertently included additional language which has since been removed. The substance of the policy has not changed, and you can review it [here](#).

Please note this policy will not be enforced discriminatorily against employees engaging in protected activity.

(b) The hyperlink in Respondent's July 8, 2022, "new Off Duty Access Policy" announcement directed and connected employees to Respondent's Off Duty Access Policy set forth above in subparagraph 6(a), modified as described below in subparagraph 6(c).

(c) On or about July 8, 2022, Respondent promulgated and has since maintained at all facilities nationwide, including the facilities set forth in paragraph 2 above, the Off Duty Access rule that Respondent promulgated on June 30, 2022, with the exception of the language that stated, "This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate," which language Respondent had removed.

(d) Respondent promulgated and has since maintained its Off Duty Access rule described above in subparagraph 6(c) to discourage its employees from engaging in protected union activities and/or protected concerted activities.

7. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

9 As part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 7, the General Counsel seeks an order requiring that Respondent:

(a) physically post the Notice to Employees in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all "inStallments" (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice to Employees to employees at all of its facilities in the United States and its Territories by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its "inSites." The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) physically post the Notice of Employee Rights in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all "inStallments" (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice of Employee Rights by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its "inSites." The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(c) by a responsible representative of Respondent, read the Notice to Employees, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Parties, at a meeting(s) convened by Respondent for Covington Township Facility and Swedesboro Facility employees, such meeting(s) to be scheduled to ensure the widest possible employee attendance;

(d) schedule with Region 4 of the NLRB a mandatory training session(s) for all Respondent supervisors, managers, and agents (including security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s);

(e) hand deliver and email the signed Notice to Employees to all supervisors, managers and agents, along with written instructions signed by a responsible representative of Respondent, directing them to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance;

(f) Rescind the unlawful “Off Duty Access” rule described above in paragraph 6 at all Respondent facilities where that rule is in effect for a period of three years and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Off Duty Access rule. Should Respondent wish to reinstate the rule after the three-year period, Respondent must include a disclaimer that Respondent will not apply the rule to Section 7 activities;

(g) allow Union representatives reasonable access to Respondent’s bulletin boards and other places where notices to employees are customarily posted;

(h) allow Union representatives reasonable access to Respondent’s facilities in non-work areas during non-work time; and

(i) all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board’s Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before June 5, 2023, or postmarked on or before Jun 4, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency’s website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency’s website informs users that the Agency’s E-Filing system is officially determined to be in technical failure because it is unable to receive

documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT, on a date to be determined, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 22, 2023

*Kimberly E. Andrews*

---

KIMBERLY E. ANDREWS  
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REGION 04  
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Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 04-CA-298703 and 04-CA-304238

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 10**

**AMAZON.COM SERVICES, LLC**

**and**

**RETAIL, WHOLESALE AND DEPARTMENT  
STORE UNION**

**Cases 10-CA-290944  
10-CA-290974  
10-CA-291045  
10-CA-292230  
10-CA-292238  
10-CA-292966  
10-CA-294283  
10-CA-295768  
10-CA-298931  
10-CA-298933**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT, AND NOTICE  
OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED** that Cases 10-CA-290944, 10-CA-290974, 10-CA-291045, 10-CA-292230, 10-CA-292238, 10-CA-292966, 10-CA-294283, 10-CA-295768, 10-CA-298931, and 10-CA-298933, which are based on charges filed by Retail, Wholesale and Department Store Union (“Union”), against Amazon.com Services, LLC (“Respondent”), are consolidated.

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1.

The charges in this matter were filed by the Union and served upon Respondent on the dates indicated by U.S. mail:

	<b>Case</b>	<b>Amendment</b>	<b>Date Filed</b>	<b>Date Served</b>
(a)	10-CA-290944		2/22/2022	2/22/2022
(b)	10-CA-290944	First	4/15/2022	4/15/2022
(c)	10-CA-290974		2/22/2022	2/22/2022
(d)	10-CA-290974	First	8/26/2022	8/26/2022
(e)	10-CA-290974	Second	3/17/2023	3/17/2023
(f)	10-CA-291045		2/22/2022	2/23/2022
(g)	10-CA-291045	First	4/27/2022	4/28/2022
(h)	10-CA-291045	Second	8/26/2022	8/26/2022
(i)	10-CA-291045	Third	3/17/2023	3/20/2023
(j)	10-CA-292230		3/14/2022	3/15/2022
(k)	10-CA-292230	First	8/24/2022	8/25/2022
(l)	10-CA-292238		3/14/2022	3/15/2022
(m)	10-CA-292238	First	8/24/2022	8/25/2022
(n)	10-CA-292966		3/25/2022	3/28/2022
(o)	10-CA-292966	First	1/24/2023	1/24/2023
(p)	10-CA-294283		4/18/2022	4/19/2022
(q)	10-CA-294283	First	8/24/2022	10/26/2022
(r)	10-CA-295768		5/13/2022	5/13/2022
(s)	10-CA-298931		7/7/2022	7/8/2022
(t)	10-CA-298931	First	7/22/2022	7/22/2022
(u)	10-CA-298931	Second	9/23/2022	9/23/2022
(v)	10-CA-298933		7/7/2022	7/8/2022
(w)	10-CA-298933	First	7/22/2022	7/22/2022
(x)	10-CA-298933	Second	11/21/2022	11/22/2022

2.

(a) At all material times, Respondent has been a limited liability company with an office and place of business in Bessemer, Alabama (Respondent's facility), and has been engaged in warehousing and distribution of consumer products.

(b) Annually, in conducting its business operations described above in subparagraph (a), Respondent derives gross revenues in excess of \$500,000.

(c) Annually, Respondent sells and ships from its Alabama facility products, goods, and materials valued in excess of \$5,000 directly to points outside of the State of Alabama.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3.

At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(i)

(b) (6), (b) (7)(C)

(ii)

(iii)

(iv)

(v)

(vi)

(b) At all material times, Respondent has retained labor consultants and/or an employee relations team whose names are unknown to General Counsel and who have been agents of Respondent within the meaning of Section 2(13) of the Act.

5.

About January 15, 2022, and on other dates in January 2022, the exact dates being unknown, Respondent, at Respondent's facility, required its employees to attend meetings during

paid time at which Respondent's agent(s) addressed employees' exercise of their Section 7 rights, namely their choice of whether to support the Union.

6.

About mid-January 2022, the exact date being unknown, Respondent, through (b) (6), (b) (7)(C) and/or other agents whose name(s) are currently unknown to General Counsel, on the workroom floor at Respondent's facility:

- (a) interrogated employees about their union activities and/or sentiments; and
- (b) polled employees about their union activities and/or sentiments.

7.

About January 2022 and February 2022, the exact dates being unknown, Respondent, through agents whose names are currently unknown to General Counsel, during mandatory meetings in the third-floor training room at Respondent's facility:

- (a) threatened employees with the loss of pay if they supported the Union;
- (b) threatened employees with the loss of benefits if they supported the Union; and
- (c) threatened employees with the loss of access to management if they supported the Union.

8.

About January or February 2022, the exact date being unknown, Respondent disparately enforced rules regarding posting of materials in non-work areas by allowing anti-Union materials to be posted in non-work areas but not allowing pro-union materials to be posted in similar areas.

9.

(a) About February 11, 2022, Respondent, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), in the third-floor break room at Respondent's facility:

(i) orally promulgated, and since then has maintained, an overly broad rule prohibiting employee access to its facility thirty (30) minutes prior to the start of a shift and/or requiring employees to leave its facility within thirty (30) minutes at the end of their shift; and

(ii) orally promulgated, and since then has maintained, an overly broad rule limiting employee access to its facility to a reasonable period of time prior to the start of a shift and/or requiring employees to leave its facility within a reasonable period of time at the end of their shift.

(b) Respondent promulgated and maintained the rules described above to discourage its employees from forming, joining, or assisting the Union or engaging in other concerted activities.

10.

About February 11, 2022, Respondent:

(a) by (b) (6), (b) (7)(C), in the third-floor break room at Respondent's facility, removed pro-union literature from the breakroom table(s);

(b) by (b) (6), (b) (7)(C), in the first-floor restroom at Respondent's facility, removed pro-union literature; and

(c) by (b) (6), (b) (7)(C), in the parking lot at Respondent's facility, orally promulgated, and since then has maintained, a rule prohibiting employees from posting pro-Union fliers in the restrooms at Respondent's facility.

11.

About February 24, 2022, Respondent, through (b) (6), (b) (7)(C), at or near the third-floor employee breakroom at Respondent's facility:

(a) engaged in surveillance of employees engaged in union activities;



(b) threatened employees with plant closure if they elected the Union as their certified bargaining representative;

(c) threatened employees that electing a union would be futile; and

(d) promised employees benefits by suggesting the formation of an internal employee committee to discuss workplace issues with management.

12.

About February 25, 2022, Respondent, through (b) (6), (b) (7)(C), at or near the employee parking lot at Respondent's facility, engaged in surveillance of employees engaged in union activities.

13.

On or about June 30, 2022, through the following electronically sent message to its employees, Respondent promulgated the following Off Duty Access rule for its facilities throughout the US, providing, in relevant part:

“During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.

This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate.”

14.

(a) On or about July 8, 2022, through the following electronically sent message to its employees, Respondent, notified employees that it had removed certain unspecified language from its June 30, 2022, Off-Duty Access policy and that the substance of the Off-Duty Access policy promulgated on June 30, 2022, had not changed, stating:

An important note about the new Off Duty Access Policy

We recently shared our new Off Duty Access Policy. The mobile A to Z webpage where the policy was posted inadvertently included additional language which has since been removed. The substance of the policy has not changed, and you can review it [here](#).

Please note this policy will not be enforced discriminatorily against employees engaging in protected activity.

(b) The hyperlink in Respondent's July 8, 2022, "new Off Duty Access Policy" announcement directed and connected employees to Respondent's Off Duty Access Policy set forth above in subparagraph 14(a).

(c) On or about July 8, 2022, Respondent promulgated and has since maintained at all facilities nationwide, including the facility set forth in paragraph 2 above, the Off Duty Access rule that Respondent promulgated on June 30, 2022, with the exception of the language that stated, "This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate," which language Respondent had removed.

(d) Respondent promulgated and has since maintained its Off Duty Access rule described above in subparagraph 14(a) to discourage its employees from engaging in protected union activities and/or protected concerted activities.

15.

(a) About July 16, 2022, Respondent, through email, promulgated the following unlawfully overbroad rule to employees at Respondent's facility:

No associate is allowed onsite for any reason if they are not scheduled to work. If you have questions or concerns that may arise on a day that you are not scheduled please submit a HR case via the AtoZ app or speak with a manager on your next scheduled shift.

(b) About July 17, 2022, Respondent physically posted the rule described above in subparagraph 15(a) in employee restrooms at Respondent's facility.

(c) Respondent promulgated and maintained the rules described above in subparagraphs 15(a) and 15(b) to discourage its employees from forming, joining, or assisting the Union or engaging in other concerted activities

16.

By the conduct described above, in paragraphs 5 through 15, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

17.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above, and to fully remedy the unfair labor practices, the General Counsel seeks an order requiring that Respondent:

(a) physically post the Notice to Employees in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice to Employees by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) physically post the Notice of Employee Rights in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table

Top displays) in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice of Employee Rights by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(c) by (b) (6), (b) (7)(C) read the Notice to Employees, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Party, at a meeting(s) convened by Respondent for employees employed at Respondent’s facility, such meeting(s) to be scheduled to ensure the widest possible employee attendance;

(d) schedule with Region 10 of the NLRB a mandatory training session(s) for all Respondent supervisors, managers, and agents (including security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s);

(e) hand-deliver and email the signed Notice to Employees to all supervisors, managers and agents, along with written instructions signed by (b) (6), (b) (7)(C), directing them to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance;

(f) rescind the unlawful “Off Duty Access” rule described above in paragraphs 13, 14, and 15 at all Respondent facilities where that rule is in effect for a period of three years and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Off Duty Access rule. Should Respondent wish to reinstate the rule after the three-year period, Respondent must include a disclaimer that Respondent will not apply the rule to Section 7 activities;

(g) allow Union representatives reasonable access to Respondent's bulletin boards and other places where notices to employees are customarily posted;

(h) allow Union representatives reasonable access to Respondent's facilities in non-work areas during non-work time; and

(i) all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before June 5, 2023, or postmarked on or before June 4, 2023.**

Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the

required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **September 25, 2023, at 10:00 am central time, in the C. Douglas Marshall Hearing Room, located at 1130 22<sup>nd</sup> Street South, Ridge Park Place Suite 3400, Birmingham, Alabama 35205**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 22, 2023



---

LISA Y. HENDERSON  
REGIONAL DIRECTOR  
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REGION 10  
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Atlanta, GA 30308

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 10-CA-290944

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

**(b) (6), (b) (7)(C)**

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## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18 – SUBREGION 30**

**AMAZON.COM SERVICES LLC**

**and**

**(b) (6), (b) (7)(C)**

**Case No. 18-CA-303823**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) an Individual (Charging Party (b) (6), (b) (7)(C) It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (Board) and alleges that Amazon Fulfillment Center, whose correct name is Amazon.com Services LLC, (Amazon) has violated the Act as described below.

1. The charge in Case No. 18-CA-303823 was filed by the Charging Party (b) (6), (b) (7)(C) on September 19, 2022, and a copy was served on Respondent by US mail on September 22, 2022.

2. At all material times, Respondent, a Delaware limited liability company with a facility located at 3501 120<sup>th</sup> Avenue, Kenosha, Wisconsin, has been engaged in the retail sale of consumer products throughout the United States.

3. Annually, in the course and conduct of its business operations described above in paragraph 2, Respondent:

(a) derived gross revenue in excess of \$500,000 and

(b) purchased and received at its Kenosha, Wisconsin facility, goods and supplies valued in excess of \$5,000 directly from points located outside the State of Wisconsin.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. On or about June 30, 2022, through the following electronically sent message to its employees, Respondent promulgated the following Off Duty Access policy for its facilities throughout the US, providing, in relevant part:

“During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.

This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate.”

6. (a) On or about July 8, 2022, through the following electronically sent message to its employees, Respondent, notified employees that it had removed certain language from its June 30, 2022, Off-Duty Access policy and that the substance of the Off-Duty Access policy promulgated on June 30, 2022, had not changed, stating:

An important note about the new Off Duty Access Policy

We recently shared our new Off Duty Access Policy. The mobile A to Z webpage where the policy was posted inadvertently included additional language which has since been removed. The substance of the policy has not changed, and you can review it [here](#).

Please note this policy will not be enforced discriminatorily against employees engaging in protected activity.

(b) The hyperlink in Respondent’s July 8, 2022, “new Off Duty Access Policy” announcement directed and connected employees to Respondent’s Off Duty Access Policy set forth above in subparagraph 6(a).

(c) On or about July 8, 2022, Respondent promulgated and has since maintained at all facilities nationwide, including the facility set forth in paragraph 2 above, the Off Duty Access policy that Respondent promulgated on June 30, 2022, with the exception of the language that stated, “This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate,” which language Respondent had removed.

(d) Respondent promulgated and has since maintained its Off Duty Access policy described above in subparagraph 6(a) to discourage its employees from engaging in protected union activities and/or protected concerted activities.

7. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

9. As part of the remedy for the unfair labor practices alleged above in paragraph 6, and to fully remedy the unfair labor practices, the General Counsel seeks an order requiring that Respondent:

(a) Physically post the Notice to Employees in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all “inStallments” (employee bathrooms and bathrooms stalls), and that Respondent electronically distribute the Notice to Employees by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media,

Voice of Associates (VOA), and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) Physically post the Notice of Employee Rights in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice of Employee Rights by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associate (VOA), and applications, including Amazon A to Z and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(c) Read the Notice to Employees, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Party, at a meeting or meetings convened by Respondent for its employees employed at or out of its facility located at 3501 120<sup>th</sup> Avenue, Kenosha, Wisconsin. Such meeting(s) must be scheduled to ensure the widest possible employee attendance;

(d) Schedule with Region 18 of the NLRB a mandatory training session(s) for all Respondent supervisors, managers, and agents (including security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s);

(e) Hand deliver and email the signed Notice to Employees to all supervisors, managers and agents, along with written instructions signed by a responsible manager of

Respondent, directing them to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance;

(f) Rescind the unlawful “Off Duty Access” policy described above in paragraph 6 at all Respondent facilities where that policy is in effect for a period of three years and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Off Duty Access policy. Should Respondent wish to reinstate a rule or policy regarding off duty access after the three-year period, Respondent must notify employees that the rule or policy will not be discriminatorily enforced against employees Section 7 rights, including their right to engage in Union and/or protected concerted activity.

(g) allow Union representatives reasonable access to Respondent’s bulletin boards and other places where notices to employees are customarily posted;

(h) allow Union representatives reasonable access to Respondent’s facilities in non-work areas during non-work time; and

(i) All other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board’s Rules and Regulations, it must file an answer to the Complaint. The answer must be **received by this office on or before June 05, 2023, or postmarked on or before June 02, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency’s website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests

exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **September 12, 2023, at 9:00 a.m., and on consecutive days thereafter until concluded, by video conference or in-person at the Hearing Room at 310 West Wisconsin Avenue, Suite 450W, Milwaukee, WI**, the manner of the hearing to be determined by the Administrative Law Judge, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent



and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

**Dated: May 22, 2023**

JENNIFER A. HADSALL  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 18, BY



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BENJAMIN MANDELMAN  
OFFICER-IN-CHARGE  
NATIONAL LABOR RELATIONS BOARD  
SUBREGION 30  
310 West Wisconsin Avenue, Suite 450W  
Milwaukee, WI 53203-2246

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**AMAZON.COM SERVICES LLC**

**and**

**AMAZON LABOR UNION**

**Case Nos. 29-CA-296817  
29-CA-297398  
29-CA-298749  
29-CA-300805  
29-CA-307076  
29-CA-307366  
29-CA-307667  
29-CA-308068  
29-CA-308071  
29-CA-308092  
29-CA-308509  
29-CA-308983**

**ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Case Nos. 29-CA-296817, 29-CA-297398, 29-CA-298749, 29-CA-300805, 29-CA-307076, 29-CA-307366, 29-CA-307667, 29-CA-308068, 29-CA-308071, 29-CA-308092, 29-CA-308509, and 29-CA-308983, which are based on a charges filed by Amazon Labor Union (the Union) against Amazon.com Services LLC. (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. The charge in Case No. 29-CA-296817 was filed by the Union on May 31, 2022, and a copy was served on Respondent by U.S. mail on June 2, 2022.

2. The charge in Case No. 29-CA-297398 was filed by the Union on June 10, 2022, and a copy was served on Respondent by U.S. mail on June 10, 2022.
3. The charge in Case No. 29-CA-298749 was filed by the Union on July 5, 2022, and a copy was served on Respondent by U.S. mail on July 6, 2022.
4. The charge in Case No. 29-CA-300805 was filed by the Union on August 4, 2022, and a copy was served on Respondent by U.S. mail on August 5, 2022.
5. The charge in Case No. 29-CA-307076 was filed by the Union on November 14, 2022, and a copy was served on Respondent by U.S. mail on November 15, 2022.
6. The charge in Case No. 29-CA-307366 was filed by the Union on November 15, 2022, and a copy was served on Respondent by U.S. mail on November 18, 2022.
7. The charge in Case No. 29-CA-307667 was filed by the Union on November 22, 2022, and a copy was served on Respondent by U.S. mail on November 23, 2022.
8. The first-amended charge in Case No. 29-CA-307667 was filed by the Union on December 7, 2022, and a copy was served on Respondent by U.S. mail on December 8, 2022.
9. The charge in Case No. 29-CA-308068 was filed by the Union on November 28, 2022, and a copy was served on Respondent by U.S. mail on December 1, 2022.
10. The charge in Case No. 29-CA-308071 was filed by the Union on December 1, 2022, and a copy was served on Respondent by U.S. mail on December 1, 2022.
11. The charge in Case No. 29-CA-308092 was filed by the Union on December 1, 2022, and a copy was served on Respondent by U.S. mail on December 2, 2022.
12. The charge in Case No. 29-CA-308509 was filed by the Union on December 8, 2022, and a copy was served on Respondent by U.S. mail on December 8, 2022.

13. The charge in Case No. 29-CA-308983 was filed by the Union on December 16, 2022, and a copy was served on Respondent by U.S. mail on December 16, 2022.

14. (a) At all material times, Respondent, a Delaware limited liability company with a Fulfillment Center located at 546 Gulf Avenue, Staten Island, New York (JFK8 Facility) has been engaged in the retail sale of consumer products throughout the United States.

(b) During the past twelve-month period, which period is representative of its operations in general, Respondent, in conducting its business operations described above in subparagraph 14(a), derived gross revenues in excess of \$500,000, and purchased and received at its JFK8 Facility goods and supplies valued in excess of \$5,000 directly from enterprises located outside the State of New York.

15. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

16. At all material times, the Amazon Labor Union has been a labor organization within the meaning of Section 2(5) of the Act.

17. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

(a) (b) (6), (b) (7)(C)

(b) Unidentified Person - Human Resources

18. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

**INCLUDED:** All hourly full-time and regular-part time fulfillment center associates employed at the Employer's JFK8 building located at 546 Gulf Avenue, Staten Island, New York.

**EXCLUDED:** Truck drivers, seasonal employees, temporary employees, clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees, information technology employees, delivery associates, loss prevention employees, on-site medical employees, guards and supervisors as defined by the Act.

19. (a) Pursuant to a stipulated election agreement entered into by the parties in Case No. 29-RC-288020, the NLRB conducted an election on various dates in March 2022, among Unit employees described above in paragraph 18.

(b) On April 1, 2022, a Tally of Ballots in Case No. 29-RC-288020 issued showing that a majority of the valid votes were cast for the Union.

20. On January 11, 2023, a Regional Director of the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

21. On or about April 30, 2022, Respondent eliminated paid leave for Unit employees who tested positive for COVID-19.

22. On or about April 30, 2022, Respondent ended its practice of notifying Unit employees of employees at the JFK8 facility who tested positive for COVID-19.

23. On or about April 30, 2022, Respondent eliminated excused time off for Unit employees awaiting COVID-19 test results.

24. (a) On or about (b) (6), (b) (7)(C) 2022, Respondent suspended employee (b) (6), (b) (7)(C).

(b) On or about (b) (6), (b) (7)(C) 2022, Respondent discharged employee (b) (6), (b) (7)(C)

(c) Since on or about (b) (6), (b) (7)(C) 2022, Respondent has failed and refused to reinstate

(b) (6), (b) (7)(C)

25. (a) On or about (b) (6), (b) (7)(C) 2022, Respondent discharged employee (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) Since on or about (b) (6), (b) (7)(C) 2022, Respondent has failed and refused to reinstate

(b) (6), (b) (7)(C)

26. (a) On or about June 30, 2022, Respondent promulgated the following rule:

**Policy: Off Duty Access – CAN and US**

**Purpose**

Employee safety and security is important to Amazon, and this policy describes the safe and secure access to Amazon buildings and working areas outside of buildings. This policy allows Amazon to more easily ascertain who is present and enables Amazon to plan our support staffing, services, maintenance and related functions accordingly.

**Applicability**

This policy applies to WW Consumer Operations in the Canada and the United States. It applies in these businesses, excluding Physical Stores:

- Amazon Transportation Services (ATS).
- Global Customer Fulfillment (GCF).
- Global Delivery Services (GDS).
- Global Specialty Fulfillment (GSF).
- Customer Service (CS)

It applies to all Amazon employees working in operation sites. This includes fulltime, reduced-time, part-time, regular, flex, and seasonal employees.

**Overview**

During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.

**Additional support**

If you have questions or concerns, reach out to your manager or PXT representative.

This policy may change time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate.

(b) On or about July 8, 2022, Respondent, through the following electronically sent message , notified employees that it had removed certain unspecified language from its June 30, 2022, Off-Duty Access policy and that the substance of the Off-Duty Access policy promulgated on June 30, 2022, had not changed.

(c) The hyperlink in Respondent’s July 8, 2022, announcement to employees of Respondent’s “new Off Duty Access Policy,” set forth above in subparagraph 26(a), linked employees to the same off-duty access rule that Respondent promulgated on June 30, 2022, with the exception of the language that stated, “This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate,” which language Respondent had removed.

(d) Respondent promulgated and has since maintained its revised Off Duty Access rule described above in subparagraph 26(b) to discourage its employees from engaging in protected union activities and/or protected concerted activities.

27. Respondent enforced the rule described above in paragraph 26(b) selectively and disparately by issuing the following discipline to its employees named below on or about the dates opposite their names:

Employee Name	Date	Discipline Issued
(a) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Verbal Coaching
(b) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Documented Coaching
(c) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	First Written Warning
(d) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Documented Coaching
(e) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	First Written Warning

(f)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Verbal Coaching
(g)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Documented Coaching
(h)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	First Written Warning
(i)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Final Warning

28. On or about August 29, 2022, Respondent changed its Mobile Phone Use Policy to prohibit audio recording during non-work time in non-work areas.

29. On or about October 3, 2022, Respondent's employees engaged in protected concerted activities for the purposes of mutual aid and protection by protesting Respondent's failure to address health and safety concerns related to a fire at the JFK8 Facility and advocating to be sent home with pay.

30. (a) Since on or about October 5, 2022, the Union has requested in writing that Respondent furnish the Union with the following information:

- i. A copy of the evacuation plan that Amazon has for emergency situations including but not limited to a fire evacuation plan.
  - a. Proof that any plan produced in response to demand (i) has been provided to Associates at JFK8 on both the day and the night shift.
- ii. All documents showing the evacuation plan was implemented for the day shift, and specifically showing how all employees were accounted for.
- iii. Documents showing history of fire drills in the JFK8 facility.
- iv. All documents which were relied on by Amazon to claim that the New York City Fire Department said it was safe for people to work in the building after the fire on October 3, 2022.
- v. All documents showing steps taken to inform the night shift workers about the fire.
- vi. The scope of work for the Amazon subcontractor that arrived at JFK8 on October 3, 2022, at approximately 11:30PM.



(b) The information requested by the Union described above in paragraph 30(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since on or about October 5, 2022, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraphs 30(a) and (b).

31. (a) On or about (b) (6), (b) (7)(C) 2022, Respondent, by an Unidentified Human Resource Representative whose name is presently unknown, on a telephone call, denied employee (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) request to be represented by the Union during a disciplinary interview.

(b) (b) (6), (b) (7)(C) had reasonable cause to believe that the interview described above in paragraph 31(a) would result in disciplinary action being taken against (b) (6), (b) (7)(C)

(c) On or about (b) (6), (b) (7)(C) 2022, Respondent, by an Unidentified Human Resource Representative whose name is presently unknown, on a telephone call, conducted the disciplinary interview described above in paragraphs 31(a) and (b) with (b) (6), (b) (7)(C) even though Respondent denied (b) (6), (b) (7)(C) request for union representation, as described above in paragraph 31(a).

32. On (b) (6), (b) (7)(C) 2022, Respondent (b) (6), (b) (7)(C), during an interview by (b) (6), (b) (7)(C), stated:

- (a) Union represented employees are less empowered in the workplace;
- (b) Unions are more bureaucratic and slower as compared to the Employer's process for fixing work-related issues; and
- (c) Union representation would make it more difficult for employees to have direct relationships with management.

33. (a) On or about (b) (6), (b) (7)(C) 2022, Respondent, by Unidentified Human Resource Representatives whose names are presently unknown, at the JFK8 Facility, denied employee (b) (6), (b) (7)(C) request to be represented by the Union during a disciplinary interview.

(b) Respondent's employee (b) (6), (b) (7)(C) had reasonable cause to believe that the interview described above in paragraph 33(a) would result in disciplinary action being taken against (b) (6), (b) (7)(C).

(c) On or about (b) (6), (b) (7)(C) 2022, Respondent, by Unidentified Human Resource Representatives whose names are presently unknown, at the JFK8 Facility, conducted the interview described above in paragraphs 33(a) and (b) with its employee (b) (6), (b) (7)(C), even though Respondent denied the employee's request for union representation described above in paragraph 33(a).

34. (a) On or about February 2, 2023, the Union requested that Respondent bargain collectively about the discretionary discipline imposed on the employees named below.

Employee Name	Date	Discipline Issued
(i) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Documented Coaching
(ii) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	First Written Warning
(iii) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Verbal Coaching
(iv) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022	Suspension

(b) Since on or about February 2, 2023, Respondent has failed and refused to bargain collectively about the disciplines(s) set forth above in paragraph 34(a)(i) through 34(a)(iv).

(c) The subject(s) set forth above in paragraph(s) 34 (a) relate(s) to the wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

35. From on or about (b) (6), (b) (7)(C) 2022 to about (b) (6), (b) (7)(C) 2023, Respondent suspended its employee (b) (6), (b) (7)(C)

36. Respondent engaged in the conduct described above in paragraphs 27(c), (e), (f), and (h) because the named employees engaged in the conduct described above in paragraph 29, and to discourage employee(s) from engaging in these or other concerted activities.

37. By the conduct described above in paragraphs 26, 27(c), (e), (f), and (h), 31, 32, 33, and 35, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

38. Respondent engaged in the conduct described above in paragraphs 24, 25, 26, 27(a), (b), (d), (g), and (i), 34, and 35 because the employees listed above are members of and supported the Union and to discourage employees from supporting the Union.

39. By the conduct described above in paragraphs 24, 25, 27(a), (b), (d), (g), and (i), 35, and 38, Respondent has been discriminating against employees in violation of Section 8(a)(1) and 8(a)(3) of the Act.

40. The subjects set forth above in paragraphs 21 through 26 and 28 relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects of bargaining for the purpose of collective bargaining.

41. Respondent engaged in the conduct described above in paragraphs 21 through 26, 28, and 39 without providing the Union with prior notice and an opportunity to bargain with Respondent with respect to this conduct.

42. By the conduct described above in paragraphs 21 through 26, 28, 30, and 40, Respondent has failed and refused to bargain collectively and in good faith with the Union as the exclusive

collective-bargaining representative of the Unit, and thereby has been engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

43. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

44. As part of the remedy for the unfair labor practices alleged above, and to fully remedy the unfair labor practices, the General Counsel seeks an order requiring Respondent:

(a) physically post the Notice to Employees in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice to Employees by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) physically post the Notice of Employee Rights in all locations where Respondent typically posts notices to employees, including but not limited to employee break rooms (Table Top displays) in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice of Employee Rights by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(c) by [Respondent Representative], read the Notice to Employees, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Parties, at a meeting(s) convened by Respondent for [FACILITY] employees, such meeting(s) to be scheduled to ensure the widest possible employee attendance;

(d) schedule with Region 29 of the NLRB a mandatory training session(s) for all Respondent supervisors, managers, and agents (including security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s);

(e) hand deliver and email the signed Notice to Employees to all supervisors, managers and agents, along with written instructions signed by [RESPONDENT REPRESENTATIVE], directing them to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance; and

(f) Rescind the unlawful “Off Duty Access” policy described above in paragraph 26 (b) and (c) at all Respondent facilities where that rule is in effect for a period of three years and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Off Duty Access rule. Should Respondent wish to reinstate any off duty access policy or rule after the three-year period, Respondent must include a disclaimer that Respondent will not apply the policy or rule disparately or to interfere in any way with employees' Section 7 activities.

(g) allow Union representatives reasonable access to Respondent’s bulletin boards and other places where notices to employees are customarily posted.

(h) allow Union representatives reasonable access to Respondent’s facilities in non-work areas during non-work time.

(i) all other relief as may be just and proper to remedy the unfair labor practices alleged.

(j) all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board’s Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be

**received by this office on or before June 5, 2023, or postmarked on or before June 4, 2023.**

Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a Consolidated Complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

Any request for an extension of time to file an answer must, pursuant to Sections 102.22 and 102.2 of the Board's Rules and Regulations, be filed electronically by the close of business on June 5, 2023. The request should be in writing and addressed to the Regional Director of Region 29.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT at 10:00 am on **September 12, 2023**, in a Fifth Floor Hearing Room located at NLRB Region 29, Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: Brooklyn, New York, May 22, 2023



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TERESA POOR  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 29  
Two Metro Tech Center  
Suite 5100  
Brooklyn, NY 11201-3838

Attachments

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29**

**AMAZON.COM SERVICE, LLC**

**and**

**AMAZON LABOR UNION**

**Cases 29-CA-296817; 29-CA-297398; 29-CA-298749; 29-CA-300805; 29-CA-307076; 29-CA-307366; 29-CA-307667; 29-CA-308068; 29-CA-308071; 29-CA-308092; 29-CA-308509; 29-CA-308983**

**AFFIDAVIT OF SERVICE OF: Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 22, 2023, I served the above-entitled document(s) by e-issuance, regular mail, as noted below, upon the following persons, addressed to them at the following addresses:

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May 22, 2023

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Date

FREDA DEVONSHIRE, Designated  
Agent of NLRB

---

Name

/S/ FREDA DEVONSHIRE

---

Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 29-CA-296817; 29-CA-297398; 29-CA-298749; 29-CA-300805; 29-CA-307076; 29-CA-307366; 29-CA-307667; 29-CA-308068; 29-CA-308071; 29-CA-308092; 29-CA-308509; 29-CA-308983

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlrb.gov](http://www.nlrb.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.